

Exhibit A

State Court

Summons & First Amended Complaint

Case No. A-21-829753-C

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4/5/2021 12:34 PMREC'D US ATTY'S OFFICE
'22 MAR 24 PM 1:24 *LMC*

1 SEI

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Nevada Bar No.: 13672

3 CLARK LAW GROUP, PLLC

6655 W. Sahara Ave., Ste. A212

4 Las Vegas, NV 89146

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DISTRICT COURT

CLARK COUNTY, NEVADA

9 CLARK LAW GROUP, PLLC, a Professional
10 Limited Liability Company

Case No. A-21-829753-C

Dept No. 4

11 Plaintiff,

SUMMONS

12 vs.

13 DENISE HENDERSON, an individual;
 14 AMERICAN MEDICAL RESPONSE, INC.;
 15 SOUTHERN HILLS HOSPITAL AND
 16 MEDICAL CENTER; FREMONT EMERGENCY
 17 SERVICES, INC.; RADIOLOGY
 18 SPECIALISTS, LTD.; ADVANCED
 19 ORTHOPEDIC & SPORTS MEDICINE;
 20 ORTHOPEDIC FOOT AND ANKLE
 21 INSTITUTE LLC.; THOMAS & BIGLER KNEE
 22 AND SHOULDER INSTITUTE; MEDICAL
 23 NEUROLOGY; ATI PHYSICAL THERAPY;
 24 SUNSET RIDGE SURGERY CENTER, LLC.;
 25 CENTER FOR MEDICARE & MEDICAID
 SERVICES; ANTHEM BLUE CROSS LIFE &
 HEALTH INSURANCE CO.; MERIDIAN
 RESOURCE COMPANY, LLC.; DOES I through
 X, inclusive; and ROE CORPORATION I
 through X, inclusive.

Defendants.

26 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
 27 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ**
 28 **THE INFORMATION BELOW.**

1 **TO THE DEFENDANT.** A Civil Complaint has been filed by the Plaintiff(s) against you for
2 the relief set forth in the Complaint.

3
4 **CENTER FOR MEDICARE & MEDICAID SERVICES**
5 **7500 Security Boulevard**
6 **Baltimore, MD 21244**

7 1. If you intend to defend this lawsuit, within 21 days after this Summons is served on you
8 exclusive of the date of service, you must do the following:

- 9 a. File with the Clerk of this Court, whose address is shown below, a formal
10 written response to the Complaint in accordance with the rules of the Court.
11 b. Serve a copy of your response upon the attorney whose name and address is
12 shown below.

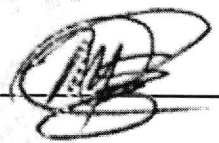
13 2. Unless you respond, your default will be entered upon application of the plaintiff(s)
14 and this Court may enter a judgment against you for the relief demanded in the Complaint,
15 which could result in the taking of money or property or other relief requested in the
16 Complaint

17 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly
18 so that your response may be filed on time.

19 **CLERK OF COURT**

20 4/6/2021

21 By: Miriam Vazquez
22 Deputy Clerk



23 Issued at the direction of:

24 **CLARK LAW GROUP, PLLC**

25 /s/ Jared Clark Esq.

26 **C. JARED CLARK, ESQ.**

27 6655 W. Sahara Ave., Ste. A212

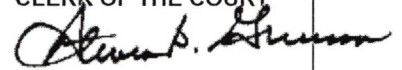
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E-mail: jared@cjclarklawgroup.com

Attorneys for Plaintiff

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Steven D. Grierson
CLERK OF THE COURT



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12 *Attorneys for Plaintiff*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 CLARK LAW GROUP, PLLC, a Professional
16 Limited Liability Company

17 Plaintiff,

18 vs.

19 DENISE HENDERSON, an individual;
20 AMERICAN MEDICAL RESPONSE, INC.;
21 SOUTHERN HILLS HOSPITAL AND
22 MEDICAL CENTER; FREMONT
23 EMERGENCY SERVICES, INC.;
24 RADIOLOGY SPECIALISTS, LTD.;
25 ADVANCED ORTHOPEDIC & SPORTS
MEDICINE; ORTHOPEDIC FOOT AND
ANKLE INSTITUTE LLC.; THOMAS &
BIGLER KNEE AND SHOULDER
INSTITUTE; MEDICAL NEUROLOGY
CHANG, LTD; ATI PHYSICAL THERAPY;
SUNSET RIDGE SURGERY CENTER, LLC.;
CENTER FOR MEDICARE & MEDICAID
SERVICES; ANTHEM BLUE CROSS LIFE
& HEALTH INSURANCE CO.; MERIDIAN
RESOURCE COMPANY, LLC.;
ANESTHESIOLOGY CONSULTANTS,
INC.; HEALING HEARTS HOME CARE;
HEALTHCARE PARTNERS MEDICAL
GROUP COATS LTD; RADAR MEDICAL
GROUP; MING WEI WU, INC. DOES I

CASE NO. A-21-829753-C
DEPT NO. IV

**PLAINTIFF'S FIRST AMENDED
COMPLAINT IN INTERPLEADER**

**Exempt from Arbitration: NAR 3(A)
(Action seeking equitable or extraordinary
relief)**

1 through X, inclusive; and ROE
2 CORPORATION I through X, inclusive.

3 Defendants.

4
5 **PLAINTIFF'S FIRST AMENDED COMPLAINT IN INTERPLEADER**

6 COMES NOW, Plaintiff, CLARK LAW GROUP, PLLC (hereinafter "Plaintiff"), and as
7 and for its Complaint in Interpleader against Defendants, and each of them, states as follows:

8 1. At all times relevant to this action, Plaintiff was and is a Nevada Professional
9 Limited Liability Company doing business in Clark County, Nevada.

10 2. Plaintiff is informed and believes, and thereon alleges that, at all times relevant
11 herein, Defendant DENISE HENDERSON, an individual (hereinafter "Denise"), was and is a
12 resident of the City of Las Vegas, County of Clark, State of Nevada.

13 3. Plaintiff is informed and believes, and thereon alleges, that other persons and
14 entities, including health care providers who provided health care to Denise and insurers, have
15 or may have an interest in the interpled insurance settlement proceeds described in this
16 Complaint, whether directly as a person or entity who provided health care to Denise or
17 indirectly as an entity who paid for health care rendered to Denise for injuries that she sustained
18 in an incident that occurred on or about October 19, 2018. These persons and entities named
19 herein as Defendants are as follows: AMERICAN MEDICAL RESPONSE, INC.; SOUTHERN
20 HILLS HOSPITAL AND MEDICAL CENTER; FREMONT EMERGENCY SERVICES,
21 INC.; RADIOLOGY SPECIALISTS, LTD.; ADVANCED ORTHOPEDIC & SPORTS
22 MEDICINE; ORTHOPEDIC FOOT AND ANKLE INSTITUTE LLC.; THOMAS & BIGLER
23 KNEE AND SHOULDER INSTITUTE; MEDICAL NEUROLOGY CHANG, LTD; ATI
24 PHYSICAL THERAPY; SUNSET RIDGE SURGERY CENTER, LLC; CENTERS FOR
25

1 MEDICARE & MEDICAID SERVICES; ANTHEM BLUE CROSS LIFE & HEALTH
2 INSURANCE CO.; and MERIDIAN RESOURCE COMPANY, LLC.; ANESTHESIOLOGY
3 CONSULTANTS, INC.; HEALING HEARTS HOME CARE; HEALTHCARE PARTNERS
4 MEDICAL GROUP COATS, LTD; RADAR MEDICAL GROUP; MING WEI WU, INC., all
5 of which are believed to be corporations or other business entities licensed to do business in
6 County of Clark, State of Nevada, and all of which are believed to have provided services to
7 Denise.

8
9 4. The Defendants named above in Paragraphs 2 through 3, inclusive, are hereinafter
10 referred to as the "Interpleader Defendants".

11 5. Pursuant to NRCP 10 (a) and *Nufrenberger Hercules-Werke GMBH v. Virostek*, 107
12 Nev. 873, 822 P.2d 1100 (1991), the identities of resident and non-resident defendants
13 designated as DOES I through X, inclusive, and ROE CORPORATIONS I through X,
14 inclusive, are unknown to Plaintiff at the present time; however, it is alleged and believed that
15 these defendants have or may have some lien, claim or right to the interpled settlement proceeds
16 in this Interpleader. As the specific identities of these parties are revealed through the course of
17 discovery, the DOE and ROE CORPORATION designations will be replaced to identify these
18 parties by their true names and capacities.

19 6. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
20 hereto, particularly on or about October 19, 2018, Denise was involved in a motor vehicle
21 accident while traveling northbound on Durango Drive south of the intersection with SR160 in
22 Las Vegas, Nevada, when the tortfeasor, Jeric B. Rivera, ran the red light and crashed into
23 Denise's vehicle at a high rate of speed (the "Accident").

24 7. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
25 hereto, Denise sustained substantial personal injuries due to the Accident.

1 8. At all times relevant hereto, Denise entered into a contingency retainer
2 agreement with Plaintiff, which provided that Plaintiff would be entitled to receive 33 1/3% of
3 the gross amount recovered by Denise on account of all claims that she brought arising out of or
4 relating to the Accident. See Exhibit "1" attached hereto.

5 9. That pursuant to the retainer agreement with Plaintiff, Denise also agreed to
6 reimburse Plaintiff for any and all costs incurred by Plaintiff in pursuit of Denise's claims for
7 personal injuries and damages arising from or relating to the Accident.

8 10. At all times relevant hereto, Denise, represented by Plaintiff, submitted
9 a claim against Jeric B. Rivera's insurance company and achieved a settlement in the amount of
10 Twenty-Five Thousand Dollars (\$25,000.00).

11 11. At all times relevant hereto, Denise, represented by Plaintiff, submitted
12 a claim against Denise's own insurance company and achieved an underinsurance motorist
13 settlement in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

14 12. At all times relevant hereto, pursuant to the retainer agreement between
15 Plaintiff and Denise, Plaintiff is entitled to attorney's fees in the amount of Sixteen Thousand
16 Six Hundred Sixty-Six Dollars and 67/100 cents (\$16,666.67), which is 33 1/3% of the total
17 settlement proceeds recovered of \$50,000.00.

18 13. At all times relevant hereto, Plaintiff is entitled to reimbursement of the costs
19 expended in representing Denise in the amount of One Hundred and Ninety-six and 87/100
20 Dollars (\$196.87), not including any future legal costs associated with this action.

21 14. At this time, a dispute exists between Plaintiff and Denise concerning allocation and
22 distribution of the settlement proceeds.
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1 15. Plaintiff is informed and believes, and thereon alleges, that the Interpleader
2 Defendants claim entitlement to a portion of the settlement proceeds and have liens and/or have
3 asserted claims against the amount interpled.

4 16. The combined claims made by all of the Interpleader Defendants exceed Fifteen
5 Thousand Dollars and ZERO cents (\$15,000.00).

6 17. Plaintiff is owed and has earned attorney's fees and costs as a result of its
7 representation of Denise and is entitled to its fees and costs prior to distribution to any of the
8 Interpleader Defendants under *Michel v. Eighth Dist. Court ex rel. County of Clark*, 117 Nev.
9 145, 17 P.3d 1003 (2001).

10 18. Plaintiff is not in a position to determine the fair distribution of the remaining
11 settlement proceeds to the Interpleader Defendants after the distribution to Plaintiff. As such, it
12 has become necessary to file this Complaint in Interpleader.

13 19. Plaintiff has brought this Complaint in Interpleader in good faith and without
14 collusion with any parties hereto.

15 20. Pursuant to NRCP 22 and the case law interpreting the same, Plaintiff is entitled to
16 interplead all money with the Court and/or its designee, so that the Court may determine the
17 rights of Plaintiff and the Interpleader Defendants to the interplead funds.

18 21. Plaintiff is willing to deposit the total sum of Fifty Thousand Dollars and Zero
19 Cents (\$50,000.00) by order of the Court to hold in trust until such time as the rights of the
20 claimants to those funds is determined by the Court, or Plaintiff shall continue to hold such
21 funds in trust until further ordered by the Court.

22 22. Plaintiff has incurred, and will continue to incur, costs and fees associated with this
23 Interpleader.
24
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1 23. Because this is a matter seeking equitable relief, it should be exempted from
2 arbitration pursuant to Rule 3(a) of the Rules Governing Alternative Dispute Resolution.

3 **WHEREFORE**, Plaintiff, who reserves the right to amend this Complaint in
4 Interpleader to name all Defendants not yet ascertained, prays for relief as follows:

5 1. That each of the Interpleader Defendants be restrained from instituting any action
6 against Plaintiff or any other party hereto for the recovery of any claim arising out of the
7 Accident;

8 2. That the Interpleader Defendants be required to interplead and settle between
9 themselves and the Court each of their respective rights, if any, to the settlement proceeds;

10 3. That Plaintiff be discharged from all liability arising out of the Accident, except to
11 the extent the Court orders;

12 4. That pursuant to its retainer agreement with Denise, Plaintiff receive its attorneys'
13 fees and costs from the settlement proceeds before any distribution to any Interpleader
14 Defendant;

15 5. That Plaintiff be awarded its costs incurred in filing and prosecuting this Interpleader
16 Complaint;

17 6. For any and all further relief necessary to protect Plaintiff from any claim to the
18 money obtained in settlement on behalf of Denise, including discharging Plaintiff from any
19 obligation to pay any Interpleader Defendant for claims relating to the Accident;

20 7. That all debts owed to the Interpleader Defendants be discharged in full from the
21 settlement proceeds;

22 8. For any other order or declaration to carry out the purpose of NRCP 22 and the cases
23 interpreting same; and
24
25

1 9. For such other further relief as the Court deems just and proper.

2
3 DATED this 1st day of February 2022.

4 **CLARK LAW GROUP, PLLC**

5 */s/ Evan K. Simonsen*

6

C. JARED CLARK, ESQ.

7 Nevada Bar No. 13672

8 **EVAN K. SIMONSEN, ESQ.**

9 Nevada Bar No. 13762

10 6655 W. Sahara Ave., Ste. A114

11 Las Vegas, NV 89146

12 Attorneys for Plaintiff

REC'D US ATTY'S OFFICE *mc*
'22 MAR 29 PM 12:46

DISTRICT COURT CIVIL COVER SHEET

CASE NO: A-21-829753-C
Department 4

Clark County, Nevada

Case No.

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
Clark Law Group, PLLC.	Danica Henderson, American Medical Response, Southern Hills Hospital and Medical Center;
a Professional Limited Liability Company	Ernst Emergency Services, Inc.; Radiology Specialists, Ltd.; Advanced Orthopedic & Sports Medicine;
	Orthopedic Foot and Ankle Institute LLC; Thomas & Bigler Knee and Shoulder Institute;
	Medical Neurology; ATI Physical Therapy; Sunset Ridge Surgery Center, LLC;
Attorney (name/address/phone):	
C. Jared Clark, Esq. #13672	Center for Medicare and Medicaid Services; Anthem Blue Cross Life & Health
6655 W. Sahara Ave, Ste. A212	Meridian Resource Company, LLC.; Does I through X, inclusive; and Roo
Las Vegas, NV 89148	Corporations I through X, inclusive
(702) 330-3272	

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property	Negligence	Torts
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <input type="checkbox"/> Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <input type="checkbox"/> Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input checked="" type="checkbox"/> Other Negligence <input type="checkbox"/> Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<input type="checkbox"/> Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate	Construction Defect & Contract	Judicial Review/Appeal
Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <input type="checkbox"/> Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<input type="checkbox"/> Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <input type="checkbox"/> Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <input type="checkbox"/> Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ	Other Civil Filing	
<input type="checkbox"/> Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant	<input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	

Business Court filings should be filed using the Business Court civil coversheet.

February 19, 2021

Date

/s/ C. Jared Clark

Signature of initiating party or representative

See other side for family-related case filings.